

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
921 Inc.		05/22/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aqua Sun Zone, LLC		
Street Address:	36 Herring Road		
City:	Newnan		
State/Country:	GEORGIA		
Postal Code:	30265		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5023848	AQUANOVA	
Registration Number:	4629827	THE OZONE OTTER	
CORRESPONDENCE DATA			
Fax Number:	8006259121		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE, 38th Floor		
Address Line 4:	NEW YORK, NEW YORK 10018		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	06/01/2018		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), dated May 22, 2018, is entered into by and between 921 Inc., a California corporation (“*Assignor*”), and Aqua Sun Zone, LLC, a Delaware limited liability company (“*Purchaser*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “*Purchase Agreement*”), by and among Purchaser, Assignor and Desiree Otero, an individual resident of California (“*Beneficial Owner*”), Assignor will contribute, assign, transfer, convey and deliver to Purchaser all of Assignor’s right, title and interest in and to all Intellectual Property owned by Assignor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

(a) “*Copyrights*” means rights arising from or in respect to copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, software, data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the Laws of the United States or any other jurisdiction, including as set forth on Exhibit A.

(b) “*Domain Name*” means the rights from or in respect to internet domain names, internet web sites, and content thereof, and all registrations and applications for registrations thereof, including those set forth on Exhibit D.

(c) “*Patents*” means rights arising from or in respect to patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction, including as set forth on Exhibit B.

(d) “*Trade Secrets*” means rights arising from or in respect to trade secrets and other confidential information including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether defined, protected,

created or arising under the Laws of the United States or any other jurisdiction, which are subject to reasonable efforts under the circumstances to maintain their secrecy and which derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, in each case owned by Assignor.

(e) “*Trademarks*” means rights arising from or in respect to trademarks, service marks, trade names, logos, internet domain names and corporate names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction, including the Names and any trademarks, trademark applications and registrations, trade names, service marks, service mark applications and registrations, URL addresses and URL address applications, logos, slogans and all goodwill that use or incorporate any such Names and as set forth on Exhibit C.

ARTICLE II COPYRIGHTS

Section 2.1. Assignor hereby sells, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens, all of its right, title and interest in and to all Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Purchaser’s sole name.

Section 2.2. Assignor shall cooperate with Purchaser in any action Purchaser reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Purchaser’s sole discretion, to consolidate, confirm, vest and/or record Purchaser’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

ARTICLE III TRADEMARKS

Section 3.1. Assignor hereby sells, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens, all of its right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Purchaser’s sole name.

Section 3.2. Assignor shall cooperate with Purchaser in any action Purchaser reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’

intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Purchaser's sole discretion, to consolidate, confirm, vest and/or record Purchaser's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

ARTICLE IV PATENTS

Section 4.1. Assignor hereby sells, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens, all of its right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Purchaser's sole name.

Section 4.2. Assignor shall cooperate with Purchaser in any action Purchaser reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Purchaser's sole discretion, to consolidate, confirm, vest and/or record Purchaser's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

ARTICLE V TRADE SECRETS

Section 5.1. Assignor hereby sells, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens, all of its right, title and interest in and to the Trade Secrets, including the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Purchaser's sole name.

Section 5.2. Assignor agrees that it will reasonably assist Purchaser in acquiring and maintaining any available protections for, and confirming Purchaser's title to, the Trade Secrets, at Purchaser's sole expense.

ARTICLE VI DOMAIN NAMES

Section 6.1. Assignor hereby sells, conveys, assigns, transfers and delivers to Purchaser, free and clear of all Liens, all of its right, title and interest in and to the Domain Names and the registrations thereof, together with the goodwill of the business connected with and symbolized by such Domain Names, including the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Purchaser's sole name.

Section 6.2. Assignor shall cooperate with Purchaser in any action Purchaser reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties'

intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Purchaser's sole discretion, to consolidate, confirm, vest and/or record Purchaser's full and complete ownership of the Domain Names.

ARTICLE VII
GENERAL

Section 7.1. Interpretation. The word "including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may require. References to "Articles", "Sections" or "Exhibits" shall mean Articles or Sections of this Assignment or Exhibits attached to this Assignment, unless otherwise expressly indicated. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Assignment, nor shall they affect the meaning, construction or effect of this Assignment. The parties hereto have each participated in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

Section 7.2. All notices and other communications under this Assignment shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section 7.2; (b) by United States certified or registered first class mail when delivered at the address specified in this Section 7.2, on the date appearing on the return receipt therefor; (c) by facsimile transmission, when such facsimile transmission is transmitted to the facsimile transmission number specified in this Section 7.2; or (d) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section 7.2 (with physical notice to be sent pursuant to subclause (a) or (b) above on the first business day following the day any notice is given via such electronic mail). Addresses, electronic mail addresses, and facsimile transmission numbers (unless and until written notice is given of any other address, electronic mail address or facsimile transmission number) for purposes of this Section 7.2 are set forth below:

If to Purchaser to:

Aqua Sun Zone, LLC
c/o Tenex Capital Management
60 East 42nd Street, Suite 4510
New York, NY 10165-0015
Attention: Gabriel Wood
Facsimile: (212) 937-3837
E-mail: gwood@tenexcm.com

and

Aqua Sun Zone, LLC

If to Assignor to:

Desiree Otero
891 East Alexander Way
Palm Springs, CA 92262
E-mail: palmsspringsdesiree@gmail.com

With a copy (which shall not constitute notice) to:

c/o Custom Molded Products, LLC
36 Herring Road
Newnan, GA 30265
Attention: Bill Drury
Facsimile: (770) 632-7115
E-mail: WDrury@c-m-p.com

Kathie Brown, Attorney at Law
41-750 Rancho Las Palmas
Agua Blanca Plaza, Bldg. N-2
Rancho Mirage, CA 92270
Fax: (760) 837-9404
E-mail: krblawinc@gmail.com

With a copy (which shall not constitute notice)
to:

Pepper Hamilton LLP
The New York Times Building
620 Eighth Avenue, 37th Floor,
New York, NY 10018-1405
Attention: James D. Rosener, Esq.
Facsimile: (267) 200-0861
E-mail: rosenerj@pepperlaw.com

Section 7.3. Severability. It is the desire and intent of the parties hereto that the provisions of this Assignment be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Assignment shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.4. Entire Agreement, Amendment and Waiver. This Assignment, together with the Purchase Agreement, constitutes the entire understanding of the parties hereto and supersedes any prior agreements or understandings, written or oral, between the parties hereto with respect to the subject matter of this Assignment. No supplement, modification or amendment of this Assignment shall be binding unless executed in writing by each of Purchaser and Assignor. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 7.5. Succession and Assignment. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Neither Assignor, on the one hand, nor Purchaser, on the other hand, may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of the other party hereto, except that Purchaser shall have the right to assign this

Assignment to an Affiliate or successor-in-interest without the consent of the other party hereto. Any assignment made in contravention of this Section 7.5 shall be null and void.

Section 7.6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to conflict of law principles of any jurisdiction.


Section 7.7. Counterparts; Execution by Electronic Means. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties hereto may execute this Assignment and all other agreements and documents contemplated hereby and exchange on the date hereof counterparts of such documents by means of facsimile transmission or electronic mail (including PDF or any electronic signature signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method, and the parties hereto agree that the receipt of such executed counterparts shall be binding on such parties hereto and shall be construed as originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

PURCHASER:

AQUA SUN ZONE, LLC

By: 
Name: William Drury
Title: President

ASSIGNOR:

921 INC.

By: _____
Name: Desiree Otero
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

PURCHASER:

AQUA SUN ZONE, LLC

By: _____

Name: William Drury

Title: President

ASSIGNOR:

921 INC.

By:  _____

Name: Desiree Olete

Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF : California

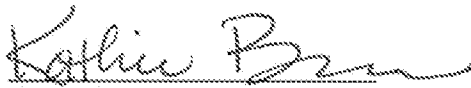
COUNTY OF : Riverside

: ss.

Desiree Otero, being duly sworn, says that she is the Chief Executive Officer of 921 Inc., a California corporation, and acknowledges that she did sign the Intellectual Property Assignment on behalf of 921 Inc., pursuant to due authority.

By: 
Print Name: Desiree Otero
Title: Chief Executive Officer

Sworn to and subscribed
before me this 21 day
of May, 2018.


Notary Public

My commission expires: Nov 7, 2018

(SEAL)

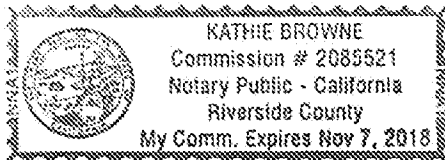


EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

I. Registered Trademarks and Trademark Applications:

<u>Country</u>	<u>Mark</u>	<u>Appl. No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class</u>
US	AQUANOVA	86/676139 (06/26/2015)	5023848 (08/16/2016)	11
US	THE OZONE OTTER	86/104465 (10/29/2013)	4629827 (10/28/2014)	11

II. Common Law Trademarks and Trade Names:

None.

EXHIBIT D
DOMAIN NAMES

<u>Domain Name</u>	<u>Registrant</u>	<u>Expiration</u>
aquasunozone.com	Aquasunozone	07/06/2020